BENGALURU SMART INFRASTRUCTURE LIMITED

REQUEST FOR PROPOSALS

"Providing Consultancy Services for preparation of Detailed Project Report for 'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities"

O/o Chief Engineer-02
Bengaluru Smart Infrastructure Limited
Room No 108, Annex 2 Building
Greater Bengaluru Authority
NR Square, Bengaluru -560002

Consultant **Chief Engineer-02, B-SMILE**

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SECTION 1. LETTER OF INVITATION

(ANNEXED SEPARATELY)

NOTIFICATION NO.BSMILE/CE02/TEND/10/2025-26 DATED 11.12.2025

CORRIGENDUM DATED 24.12.2025

Section 2
Information to Consultants

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bengaluru Smart Infrastructure Limited (B-SMILE) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be

disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

In case of company taken over by other company all relevant document should be submitted to prove that both the companies are same.

1.8 It is B-SMILE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the B-SMILE:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection
process or the execution of a contract to the detriment of B-SMILE, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish
prices at artificial, noncompetitive levels and to deprive B-SMILE of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded B-SMILE-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a B-SMILE -financed contract; and

(e) will have the right to require that, B-SMILE to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by B-SMILE.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/GBA in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 Technical Information

1.11.1 All Tenderers shall provide the requested information accurately and sufficient details in support of eligibility criteria.

1.11.2 Lead / First party shall be considered for the Work done certificate completed in Joint Ventures.

1.11.3 Work Done Certificate submitted for similar nature of consultancy service shall provide all theinformation accurately. Tenderer shall submit one work done certificate for similar nature of consultancy assignment to qualify technically under eligibility criteria clause 1.12.2.

1.11.4 Team Leader with post graduate in civil engineering in Highways / Structures should have handled at least one project of PMC. The necessary certificates / documents to be attached for proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as non responsive.

1.11.5 Client may reject the tenders of Consultant those who were terminated for their poor performance, imposed penalty, debarred / black listed even after their suspension / debar period.

1.12 **Eligibility Criteria**

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated. The firms having the following minimum experience during the previous 5 financial years i.e**2020-21 to 2024-25** will be considered for qualification.

a) The Consultancy Firm / Company should have been involved in the Architectural/Civil Engineering **Consultancy Services for a minimum 5 years**. In support of this, the Consultant shall furnish Service Tax Registration Certificate along with the Technical Proposal.

b) An Applicant which has earlier been blacklisted or debarred by the Government of India, Government of Karnataka, any other Governments, any PSU of Central Government or State Government or any other Public Sector or Multilateral Agency or multi lateral banks like World bank, ADB etc., shall not be eligible to submit an Application, if such bar subsists as on the Proposal Due Date. Declaration to this effect to be submitted along with the Proposal.

c) Achieved at least in **two Financial Years a minimum Financial Turnover** (in all classes of Architectural / Civil Engineering Consultation Works only) of **Rs. 150.00Lakhs** during the last 5 financial years. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2025–26. In support of this, the Consultant shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.

d) Consultants in its name should have executed and completed successfully in Detailed Project Report for O**ne similar work** like **Housing/Commercial / Office buildings with Mivan technology/ Fast Track construction / Monolithic Shear wall construction including basement parking for total Value of the project**

not less than Rs. 75.00 Crs during the last 5 financial years. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid. Further, the Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2025–26. Experience in similar assignments with Government Organization Funded Projects is preferred.

e) Consultants **must have a Key professional required** (as detailed in Terms of Reference) having experience in preparation of detailed project report of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

f) Tenderershall have well established office in Bengaluru proof of having office in Bengaluru shall be submitted.

g) Any disputes arises shall be resolved based on the terms and conditions of the tender document for which tender is invited and shall not be considered any of the clause/conditions of other similar tender documents. Tender shall clarify all their doubts during the pre tender meeting.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position and must be counter signed by head of the organization.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

(vii) In case of takeover/change of company name Agreement of takeover shall be submitted along with relevant documents to prove that both the companies are same. One of the firm need to qualify for all the conditions specified under eligibility criteria.

(viii) All the responsibilities pertaining to the tender shall be with the tenderer in which name the tender is submitted.

(ix) Tenderer in which name the tender is submitting shall submit an undertaking for the use of credentials of previous company and for taking the responsibility for successful completion of the tender.

(x) During implementation of the project tenderer may replace the key professional with the same experience and qualification in case of emergency situation.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last Five (5) years. Self declaration certificate of each key professionals shall be submitted for having accepting the assignment for the project till the completion of work. Failing to submit the self declaration certificate shall be liable for rejection.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 The electronic tendering system for the assignment comprises of (i) Technical proposal and (ii) Financial proposal. The proposals must be electronically submitted (online through internet) within the date and time published in the e - procurement portal.

4.2 Each page uploaded pertaining to the consultant's eligibility criteria, essential conditional criteria, financial criteria documents, etc. shall be duly assigned and sealed by the consultant or a person or person's duly authorized to sign on behalf of the consultant. Such authorization shall be indicated by a writing power – of - attorney accompanying the proposal. The corrections, if any, shall be made by striking of and shall be initiated with date.

4.3 No physical documents shall be considered. All the participants shall produce all the original documents for verification whenever necessary.

4.4 The proposals shall contain no alterations or additions, except those to comply with instructions issued by the client that are duly incorporated.

4.5 Any consultancy firm /company trying to submit the proposal after deadline will not be accepted in the e – procurement.

4.6 Financial Proposals will not be opened until technical evaluation has been completed and the result approved and notified to all consultants.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non - responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

Data Sheet
Information to Consultants

Clause Reference

1.1 The name of the Client is: The Managing Director,
Bengaluru Smart Infrastructure Limited (B-SMILE),
Bangalore.

1.2 Any information, submission of proposal and/or all correspondence to be sent to
The Chief Engineer-02,
Project Engineer -1,
No. 108, 1st Floor, Annex-2 Building,
N.R. Square, Bengaluru – 560002.

1.3 The name, objectives and description of the Assignment are:
Providing Consultancy Services for preparation of Detailed Project Report for 'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities.

1.4 The Assignment is phased: NO
Pre tender meeting shall be held at the Office of the Chief Engineer-02, No. 108, 1st Floor, Annex-2 Building, 1stFloor, N.R. Square, Bengaluru – 560002.

1.5 The name(s), address (es), and telephone/numbers of the Client's Official(s) are: Office of The Chief Engineer - 02, Project Engineer-3, No. 108, 1st Floor, Annex-2 Building, N.R. Square, Bengaluru – 560002.

1.6 The Client will provide the following inputs: Technical records of road history as available in the department.

1.7.2 The Client envisages the need for continuity for downstream work: No

1.11 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to **07.01.2026 before 13.00** hours
The address for requesting clarifications is: Office of The Chief Engineer-02, No. 108, 1st Floor, Annex-2 Building, 1stFloor, N.R. Square, Bengaluru – 560002.

3.1.1 Proposals should be submitted in the following language (s): English

3.3 (iv) Team Leader with post graduate in civil engineering in Highways / Structures should have handled at least one project of PMC. The necessary certificates / documents to be attached for

proof of served as a team leader and the same shall be verified for confirmation with the concerned department if found necessary. The information furnished for the team leader found incorrect during evaluation proposal shall be considered as non responsive and such tenders shall not be evaluated further though such tenderer are fulfilling all other conditions of eligibility criteria.

3.4 (viii) Additional Information in the Technical Proposal includes: -

i. Shortlisted consultant may associate with other shortlisted consultant: NO.
ii. The estimated number of key professional staff months required for the assignment is: to be furnished by Consultant based on the Scope of Work.

i. Consultants Shall mandatorily upload all the below mentioned registration certificates and bidders shall be disqualified if they failed to upload all or any of the below mentioned registration certificates.

- Company Registration Certificate.
- PAN Registration certificate.
- GST Registration certificate.
- Professional Tax Registration certificate (Form-3)
- Professional Tax Registration certificate (Form-4).
- M.S.M.E (Udhyogahdar) registration certificate.

(Note:- Documentary Proof of Fulfillment of above criteria has to be submitted and all the above registration certificate should be at least 6 months old from the date of notification of this tender).

3.10 Proposals must remain valid till 90 days after the submission date.

4.3 Consultants must submit all details of the proposal to be scanned and submitted through kpppportal only.

4.4 The proposal submission address is: https://kppp.karnataka.gov.in and hard copy of the uploaded documents may be submitted to the office of Chief Engineer-02, Project Engineer-1 Division anyway submission of a hard copy of tender document submitted in kpp portal is not compulsory / mandatory.

4.5 Proposals must be submitted not later than the following date and time: **07-01-2026** before **16.00**hrs through KPP portal.

5.1 The address to send information to the Client is: The Chief Engineer-02, No. 108, 1st Floor, Annex-2 Building, N.R. Square, Bengaluru – 560002.

5.3 The number of points to be given under each of the evaluation criteria are

		Marks
i.	Specific Experience of the Consultant related to the Assignment as per tender condition.	35
ii.	Qualification and Competence of the Key Professional Staff for the Assignment.	35
iii.	Submitting registration / empanelment certificates	15
iv.	Submitting proof for Having well established office in Bengaluru	05

v. Site appreciation. 05

vi. Experience in region & language 05
Knowledge in Kannada and English Language.

Total Marks: 100

The minimum technical score required to pass is 75 Marks bidders who score less than 75 marks shall not be considered for technical evaluation and liable for rejection.

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

	Points
(i) General qualifications (Insert Subcriteria – not more than 3)	30
(ii) Adequacy for the project (Insert Subcriteria – not more than 3)	60
(iii) Experience in region & language (Insert Subcriteria – not more than 3)	10
Total Points:	100

The minimum technical score required to pass is : 75 Points

6.1 The address for negotiations is: The Chief Engineer-02, No. 108, 1st Floor, Annex-2 Building, 1stFloor, N.R. Square, Bengaluru – 560002.

7.2 The Assignment is expected to commence in **January 2026.**

Sincerely,

Chief Engineer-02,
B-SMILE

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional

staff. 3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From……..

To……..

Ladies/Gentlemen:

Subject: **Providing Consultancy Services for preparation of Detailed Project Report for 'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities.**
Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

_____Name of Consultant: _____

_____Name of Staff: _____

_____Profession: _____

_____Date of Birth: _____

_____Years with Firm/Entity:

_____Nationality:

_____Membership in Professional

Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe the degree of responsibility held by staff members on relevant previous assignments and give dates and locations. Use about half a page.*]

Education:

[*Summarize college/university and other specialized education of staff members, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:

[*Starting with the present position, list in reverse order every employment held. List all positions*

held by staff members since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:** _____

[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member:_____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

(SAMPLE FORMAT)

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____

Reports Due: _____

Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____

(Authorized Representative)

Full Name:

_____

Title:

Address:

3H. ACTIVITY (WORK) SCHEDULE **(SAMPLE FORMAT)**

A. Field Investigation and Study Items:

		Weekwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th				
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be the period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Draft Report	
3. Final Report	

** Modify as required for the Assignment.*

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

Deleted, Submission through E-Procurement Portal only.

4B. SUMMARY OF COSTS

Deleted, Submission through E-Procurement Portal only.

4C. Breakdown of costs.

Deleted, Submission through E-Procurement Portal only.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF- *

II. Support Staff:*

III Transportation (Reimbursable) *

IV. Duty Travel to Site (Reimbursable)*

V Office Rent (Reimbursable)*

VI. Office Supplies, Utilities and Communication (Reimbursable)

VII. Office Furniture and Equipment (Reimbursable)

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1 2 3 4 5					
				Total	

IX. Topographical Surveys (if any)*

*In Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/#/portal/portal-home) Website

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

1. Background
2. A concise statement of objectives
3. An outline of the tasks to be carried out
4. Schedule for completion of tasks
5. Data, services and facilities to be provided by the client
6. Final outputs (i.e., reports, drawings, etc.) That will be required of the consultant
7. Composition of review committee to monitor consultants work
8. Procedure for review of progress reports, inception, status, final draft and final reports
9. List of key professional positions whose cv and experience would be evaluated. (this should be the same as indicated in clause 3.3 (iv) of the data sheet to inform consultants.)

TERMS OF REFERENCE

1. BACKGROUND

Bangalore Smart Infrastructure Limited (B-SMILE) proposes to engage a qualified Consultant for providing **Providing Consultancy Services for preparation of Detailed Project Report for 'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities.**

The proposed project forms part of an **Equal Value Infrastructure (EVI) arrangement** between the **Military Authorities** and the **B-SMILE**, under which B-SMILE intends to undertake development projects.

The scope of the project includes **'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities.**

The **indicative project cost is ₹148.00 Crores**, (Excluding GST) but inclusive of all statutory and compliance-related costs.

2. OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to appoint a Consultant to prepare a **comprehensive, technically sound, and implementable Detailed Project Report (DPR)** that will enable the Authority to proceed with tendering and execution of the proposed housing project.

The Consultant's services shall comprise the following stages of project preparation:

1. **Inception Stage**
   Preparation and submission of an Inception Report detailing the Consultant's understanding of the project, methodology, work plan, and key assumptions.
2. **Feasibility Study Stage**
   Preparation of feasibility studies including **architectural and engineering concept drawings**, assessment of site conditions and constraints, and preliminary cost estimates.
3. **Detailed Project Report Stage**
   Preparation of a **Detailed Project Report**, including detailed **architectural, structural, and engineering designs, MEP and drawings**, specifications, and detailed cost estimates.

4. **Bid Document Preparation and Assistance**
   Preparation of complete **bid / tender documents** and provision of necessary assistance during the tendering process **up to award of the contract**, as required by the Authority.

3. DETAILED SCOPE OF SERVICES FOR PREPARATION OF DPR

The scope of services to be provided by the Consultant is detailed in the sections below.

3.1 General Scope of Assignment

The Consultant shall be responsible for undertaking all activities necessary for the preparation of a comprehensive and implementable **Detailed Project Report (DPR) for 'Construction of Infrastructure facilities like Shear wall multi storied buildings and other incidental development works in Military areas of Bangalore city in consultation with Military authorities.**

The Consultant shall collect, review, and examine all available drawings, records, data, guidelines, and standards relevant to the project as provided by Military Authorities and B-SMILE, and shall undertake site inspections and reviews necessary for proper assessment, planning, and design of the project.

The Consultant shall prepare the project with due consideration to **value engineering**, optimisation of land and built-up area, planning efficiency, and compliance with applicable **quality and safety requirements**. Conceptual planning options shall be developed and their feasibility assessed with reference to site conditions, applicable norms, project constraints, and budget limitations.

The indicative project cost is Rs. 148.00 Crores (Excluding GST)

The Consultant shall prepare a Detailed Project Report (DPR) for the project, as detailed under Clause 3.9 of this Section.

All surveys, designs, drawings, calculations, specifications, notations, and documentation shall be carried out in accordance with the **relevant Indian Standards**, **National Building Code (NBC)**, applicable **PWD / CPWD specifications and departmental procedures**, and **Military authorities standards**. Standard drawings, space standards, and approved practices shall be adopted wherever applicable.

3.2 Inception Report

The Inception Report shall establish the Consultant's understanding of the project requirements, scope, constraints, and approach, and shall form the basis for subsequent stages of work.

The Inception Report shall include, but not be limited to:

- Project background and objectives
- Site-wise description of the identified locations within the MEG campus
- Review of available data, drawings, and documents
- Proposed methodology and overall approach for DPR preparation
- Phasing and work plan with timelines
- Key assumptions, constraints, and dependencies
- List of deliverables and submission schedule

3.3 Site Survey and Documentation

The Consultant shall be responsible for carrying out **site-specific surveys and documentation** for all identified locations within the project area to enable accurate planning, design, and estimation.

This shall include, but not be limited to:

- Detailed topographical surveys
- Identification and documentation of existing structures proposed for demolition
- Documentation of existing utilities and services
- Assessment of access, circulation, and site constraints
- Photographic documentation of site conditions

3.4 Feasibility Study and Concept Planning

The Feasibility Study shall be undertaken to establish the **technical, spatial, financial, and implementation feasibility** of the proposed housing development at each identified site.

The Consultant shall carry out site analysis and prepare **alternative layout and massing options**, considering planning regulations, fire and service access, circulation, stilt parking feasibility, and height restrictions.

The Feasibility Study shall include:

- Assessment of maximum permissible built-up area

- Compliance with the maximum building height of G+5 floors
- Evaluation of fire access and internal circulation
- Assessment of stilt parking feasibility
- Estimation of the number of dwelling units achievable under each option
- Preliminary cost estimates for each alternative

The Consultant shall identify and recommend a **preferred option**, supported by technical and financial justification. The Feasibility Report shall clearly demonstrate that the recommended scheme is achievable within the approved project cost of **₹148.00 Crores**, inclusive of all compliance requirements.

3.5 Architectural Design

Based on the approved feasibility option, the Consultant shall prepare **detailed architectural designs** for the project.

The architectural scope shall include, but not be limited to:

- Site layout plans
- Building plans, sections, and elevations
- Conceptualisation as per Mivan shuttering requirement.
- Compliance with Military authorities and as per plinth area guidelines
- Modular kitchen layouts
- Stilt parking layouts
- Barrier-free access provisions, wherever applicable

3.6 Engineering Services

The Consultant shall be responsible for providing all **Engineering designs and drawings** necessary for the project, fully coordinated with the architectural design.

This shall include:

- Structural design and drawings
- Electrical, plumbing, water supply, and sanitation systems
- Fire safety systems
- Rainwater harvesting and stormwater drainage
- Internal circulation and access roads, where applicable

All engineering designs shall be prepared in accordance with applicable codes, standards, and Military requirements.

3.7 Ancillary Infrastructure and Site Development

The Consultant shall include planning and design of all **ancillary infrastructure and site development works** required for the functional operation of the housing facilities as required by the Military authorities.

3.8 Sustainability and Energy-Efficient Measures

The Consultant shall identify and propose **practical, cost-effective, and context-appropriate sustainability and energy-efficient measures** suitable for defence housing within the project scope.

Such measures may include:

- Passive design strategies for thermal comfort
- Energy-efficient lighting and ventilation systems
- Water-saving fixtures and measures
- Rainwater harvesting
- Waste segregation and management
- Other green building or cost-saving features compatible with Military operational requirements

Recommendations shall be realistic, implementable, and aligned with life-cycle cost considerations.

3.9 Detailed Project Report (DPR)

The Consultant shall prepare and submit a **comprehensive Detailed Project Report (DPR)** for approval.

The DPR shall include, but not be limited to:

- Executive summary
- Project description and objectives
- Site analysis and planning rationale
- Detailed architectural and engineering drawings
- Detailed structural design calculations
- Detailed cost estimates and Bills of Quantities (BOQs)
- Construction methodology and phasing
- Implementation schedule in the form of a bar chart
- Safety considerations during construction
- Sustainability measures incorporated

- Conclusions and recommendations

Cost estimates shall be prepared using the K**PWD / CPWD Schedule of Rates** applicable to Bengaluru, with an accuracy level of **±5%**.

3.10 Preparation of Bid Documents

The Consultant shall prepare **complete bid / tender documents** suitable for calling tenders for execution of the project.

The bid documents shall include:

- Technical specifications
- Bill of Quantities (BOQ)
- Conditions relevant to the project
- Drawings required for tendering

The documents shall be prepared in sufficient detail to enable effective bidding and satisfactory implementation of the works.

3.11 Implementation Support and Design Responsibility

The Consultant shall provide technical support to B-SMILE during the implementation stage, including clarification of designs, drawings, specifications, estimates, and construction methodology, as required.

The Consultant shall review and advise on deviations proposed during execution with reference to the approved design intent. Decisions on acceptance of deviations shall rest with B-SMILE and Military Authorities. The Consultant shall not be responsible for construction means, methods, workmanship, or site execution.

3.12 Statutory Coordination and Approvals

The Consultant shall assist B-SMILE in preparation of technical drawings and documents required for statutory coordination and approvals. Grant of statutory approvals and associated timelines shall be subject to the procedures of the concerned authorities.

3.13 Reporting, Submissions, and Presentations

The Consultant shall submit reports, drawings, and documents in the formats, quantities, and timelines specified by B-SMILE, in both hard copy and soft copy formats.

All drawings shall be submitted in AutoCAD / Revit format with appropriate coordinates and scales. Reports shall be submitted in editable digital formats. Presentations shall be made to B-SMILE and Military authorities, as required.

3.14 Review, Approval, and Schedule Adherence

Key submissions, including the Inception Report, Feasibility Study, and Detailed Project Report, shall be submitted to B-SMILE for review in consultation with Military authorities

The Consultant shall incorporate comments issued by B-SMILE and/or Military authorities and resubmit revised documents within the stipulated timeframes. Adherence to the project schedule shall be subject to timely inputs and decisions by B-SMILE and Military authorities

3.15 Deliverables and Submission Requirements

The Consultant shall submit final deliverables including hard copies and digital copies of the Inception Report, Feasibility Report, Detailed Project Report, drawings, bid documents, and supporting data, in the quantities and formats specified by B-SMILE.

Digital submissions shall include editable report files, AutoCAD/ Revit drawings, and model or rendering files, wherever applicable.

3.16 Key Professional Personnel

The Consultant shall deploy qualified and experienced key professional personnel for the assignment in accordance with the RFP requirements. Replacement of key personnel shall be subject to prior approval of B-SMILE.

Key personnel shall be available for meetings, site visits, and reviews, as required.

3.17 Use of Data and Investigations

Data or information provided by B-SMILE or Military authorities shall be reasonably reviewed and utilised for preparation of the deliverables.

4 FINAL FEASIBILITY REPORT

4.5 Separate Final Feasibility Reports shall be submitted for project location consisting of all the above, with detailed concept plan (at least 3) with necessary 2D & 3D views (consisting of plan, elevations, etc.,), block cost estimate for each of the concept, etc., complete on as required basis.

4.6 The Final Feasibility Reports must consist the Feasibility & Suitability for constructing Office buildings consisting of Technical Feasibility, Financial viability, Environmental issues, Social issues, Legal & Regulatory issues, Land Classification issues, Other issues, if any.

4.7 Phasing Plan for each of the options.

4.8 Detailed Project Report (DPR)

4.9 To conduct necessary site surveys, field investigations, etc., as per relevant IS / IRC Codes & guidelines.

4.10 To prepare Conceptual &detailed plan, detailed designs, architectural plans, structural designs and Detailed Drawings with good for construction drawings (GFC) for the project area

4.11 Conceptual plans and detailed drawings – The plans and detailed drawings shall incorporate all of the design information into a cohesive and aesthetic vision.

4.12 Building shall be designed with adequate access ramps / steps, crossings, parking, solar plants, lighting, firefighting facilities, rest room, display systems, water & sanitation, storm water drains, facilities for disposal of liquid waste & solid waste, horticulture, greeneries, plantation, entrance arches, design of approach roads, other green concepts with required modern amenities and infrastructure facilities, etc., as required basis.

4.13 Visitors' movement Plan –. The plan will indicate the parking facilities required as well as giving an overview of the visitors movement within the building itself along with necessary parking slots, etc.

4.14 Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for the finalised option as part of the feasibility report, as required.

4.15 To study Environmental and Social impacts arising as per GOK guidelines.

4.16 Design the structural elements as per relevant IS/IRC with detailed design, estimates and drawings including economic analysis.

4.17 To prepare bid documents with necessary packaging, good for construction drawings and tender schedules, specifications, etc., complete.

4.18 **Implementation Support & Deviation Liability** - Consultants must remain engaged throughout implementation and sign off on deviations. If final executed design/cost exceeds 10% of approved DPR without justification, penalties may be imposed.

4.19 The consultant responsibility would also include:

4.20 **Data**

The details given in the technical conditions and specifications taken in conjunction with the study should be reasonable. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also on the basis of

assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

4.21 **Survey**

The Project sites and their measurements shall be indicated by the GBA / B-SMILE. The consultant shall be responsible for its field validation and necessary verification.

4.22 **Soil Investigation and Tests**

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.

4.23 Stakeholders:

Identify the various groups who have an interest or a stake in the project. Stakeholders are those who are likely to be affected by a project, as well as those that may influence the project's outcomes. In addition to the beneficiaries of the project and other groups directly affected by it, stakeholders may include organized groups from the public and private sectors as well as civil society who have an interest in the project. Based on the findings of the stakeholder analysis, the Consultant will undertake a comprehensive consultation and participation process in the project area. This will include specific consultation with intended project beneficiaries and likely affected social groups on the proposed project objectives, components and implementation arrangements.

4.24 Clearances :- Consultants to coordinate with different civic agencies to obtain the necessary suggestions & clearances.

4.25 Liquidated Damage: The time allowed for carrying out the work as indicated Time schedule in this quotation document shall be strictly observed by the consultant. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the consultant fails to complete the work within the specified period, he shall be liable to pay compensation liquidated damage of 0.1 % of the contract value per day subject to maximum amount of 10% of the contract value. In case delay is caused due to conditions beyond the control of the consultant, GBA / B-SMILE may make fair and reasonable extension of time to its satisfaction.

4.26 **TENDER DOCUMENTS:** Tender documents shall be prepared as per KTTP Act and standard tender documents of Government of Karnataka to be in integration with Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/#/portal/portal-home). He shall assist B-SMILE in Tender Finalization. Further the documents should be in compilation with all latest modification / addendum / circular issued by the department/GoK. After approval by the B-SMILE soft copy of tender document shall be submitted. The consultant shall assist B-SMILE in evaluating the bids for the selection of a contractor for the works and shall assists in the contract negotiations.

4.27 **Reporting Obligations:** Schedule of Reports, the Consultant shall submit Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to B-SMILE as an Audio Visual Presentation as and when requested. The all the Drawings including topographical survey (Total Station / LiDAR) shall be submitted in AutoCAD / Revit Format with co-ordinates and in proper scales as required.

4.28 All the bidders are required to give their Presentations before the Committee as formed by the Managing Director, B-Smile under its sole discretion & the scoring will be based on this .

4.30 Payment schedule

I. 10% of Contract price: on submission of Inception report

II. 40% of Contract Price: On submission of Draft project Report

III. 35% of Contract Price: On submission of Final Report of DPR

IV. 10% of Contract Price: On submission of specifications and BOQ (Cost Estimates)

V. 10% of Contract Price: upon completion of Tender evaluation or 6 months from date of appointment, whichever is earlier

5. SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

Sl. No	Activity	End date of submission from the date of letter of award
1	Inception report.	5 days
2	Feasibility study with Architectural and Engineering drawings.	15 days
3	Preparation of Detailed Project Report including detailed Design and drawings of both Architectural and structural concept.	15 days
4	Preparation of Bidding Documents and assistance in awarding of the contract	10 days

The Feasibility Report and DPR should be presented to the Technical Advisory Committee (TAC) of B-Smile. The TAC will review the same on behalf of the B-SMILE and give direction for required modifications / additional work to be done if any, so as to successfully execute the proposed project as per the Terms of Reference. **The arrangements to the meeting of Technical Advisory committee shall be done by the consultant along with necessary hospitality.**

6. Data, SERVICES AND FACILITIES TO BE PROVIDED BY B-SMILE:

The B-SMILE shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

7. FINAL OUTPUT:

Bound volumes (hard copies) of the Inception Report, Conceptual design and drawings, GFCs with 3D rendering, Feasibility Report, Detailed project report, drawings, Bid document etc, are to be submitted by the Consultant (three copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs with design data (software data with original render file), AutoCAD co-ordinates drawings, 3D rendered copy(software data with original render file).

8. KEY PROFESSIONALS FOR THE REQUIRED SERVICES

Key personals for the services shall consists of

Sl. No.	Key Professiona l	Experience
1	Team Leader	Master's Degree in Architect with about5years' experience in similar assignments
2	Deputy Team Leader	Master's Degree in Architecture / Environmental Engineering with about 5 years' experience in similar assignments.
3	Architect	A graduate in Architecture with about 5 years' experience in preparation of layouts for bus terminals or commercial complexes or modern markets with support services.
4	Structural Engineer	A Postgraduate in Structural Engineering with about 5 years' experience in design of RCC structures and similar Structures.
5	Quantity Surveyor / Contract Specialist	A graduate in Civil Engineering with minimum 3years' experience in preparation of similar contracts
6	M E P Engineer	A graduate in Mechanical / Electrical Engineering with minimum 5 years' experience in preparation of similar contracts

The key personal / supporting staff shall be accessible during the entire period of project report preparation and their contact numbers be made available.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____day of the month of _____, 200___, between, on the one hand, _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

" (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____and _____(hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services _____
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel ----------
   Appendix D: Services and Facilities to be provided by the Client_____
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of Guarantee for Advance Payments

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note****: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of

proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall

remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it

becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.1 **Contract Price**

The Contract price is set forth in the SC.

6.2 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.3 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 **Interest on Delayed Payments**

deleted

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is _____].

[1.4.1 The addresses are:

Client : The Managing Director, B-Smile, GBA

Attention : The Chief Engineer-2, B-SMILE, GBA

: supeng.bsmile@gmail.com :

Consultants :_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.] [1.6 The Authorized Representatives are:

For the Client : Chief Engineer -02, B-SMILE For the Consultant : _____

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is : Work Order date

[2.2 The time period shall be 60 days or such other time period as the parties may agree in writing]

[2.3 The period shall be 60 days or such other period as the parties may agree in writing.

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 2.00 lakhs for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are _____.]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____.

[6.4 The account is :……..]

Note:B-SMILE reserves the right to close the contract at any of the above stage, if found further work is not necessary. Payment will be made for the stage of work carried out by the consultant.

[6.5 Payments (Government Order No: FD 678 EXP-12/2023, Bengaluru, Dated:06.06.2025 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes, at Souce, as applicable under the Law. The Employer shall, **"as far as possible**", pay the Contractor within 60 Days of Submission of the Bill.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions :

Withdrawn by Government as per circular no: LAW-LAC/198/2024 dated:16.11.2024

IV. APPENDICES

Appendix A: Description of the Services

-As stated in Terms of Reference

Appendix B: Reporting Requirements

- As stated in Scope of Work

Appendix C: Key Personnel and Sub-consultants

- As stated in RFP document

Appendix D: Services and Facilities to be provided by the Client

- As stated in RFP document

Appendix E: Breakdown of Contract Price in Indian Rupees

- As stated in RFP document

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if

any) Ref: _____ Bank Guarantee: _____Date:

_____Dear Sir,

In consideration of M/s. _____(hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____dated _____and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____for _____Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____(in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____(Name of the Bank) having its Head Office at _____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____as aforesaid at any time upto_____@ _____without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee

against the Bank as a principal debtor, in the first instance without proceeding against the

Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____and it shall remain in force upto and including _____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____on whose behalf this guarantee has been given.

Dated this _____day of _____19_____at _____

WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

DISCLAIMER

The information contained in this Bid document / Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) /consultants on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This Bid document is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders /consultants or any other person. The purpose of this Bid document is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the B-SMILE in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [*Technical Specification* & *Scope of Work*], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources. Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The B-SMILE accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The B-SMILE, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way for participation in this BID Stage. The B-SMILE also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid document. The B-SMILE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid document. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the B-SMILE or any other costs incurred in connection with or relating to its BID.